

# **INVITATION FOR BIDS**

U.S. GOVERNMENT PUBLISHING OFFICE  
200 N. LaSalle St., Suite 810  
Chicago, IL 60601-1055

## **GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS**

For the Procurement of

### **Veterans TV Guide**

as requisitioned from the U.S. Government Publishing Office (GPO) by the  
Department of the Veterans Affairs

#### **Single Award**

**BID OPENING:** Bids shall be publicly opened at 2 **p.m.** prevailing Chicago, IL time on **August 11, 2016.**

**BID SUBMISSION:** Facsimile bids are acceptable (see GPO Contract Terms, Pub. 310.2, 06/01). To submit a bid, the contractor must return a signed and completed GPO Bid Form 910 and "Schedule of Prices" included at the end of this specification. If you are downloading this specification from the GPO website, click here for a copy of the GPO bid form: [www.gpo.gov/procurement/bids910.pdf](http://www.gpo.gov/procurement/bids910.pdf).

Send bids to U.S. Government Publishing Office, Suite 810, 200 N. LaSalle St., Chicago, IL 60601, or fax bids to **312-886-2057**.

**CONTRACT TERM:** The term of this contract is for the period beginning September 1, 2016 and ending August 31, 2017, plus up to 4 optional 12-month extension period(s) that may be added in accordance with the "Option to Extend the Contract Term" clause in this contract.

**NOTE:** Minor changes from the previous specifications are scattered throughout including **number of text pages have increased. Section 3 & 4. The contractor is responsible for acquiring the weekly TV schedule for the area and dates of each issue and placing the information in the format required by the Agency along with a crossword puzzle in each week's issue.**

All bidders are cautioned to familiarize themselves with all provisions of these specifications before bidding. Previous abstracts are available on the GPO Web Site  
<http://www.gpo.gov/gpo/abstracts/abstract.action?region=Chicago>

For information of a technical nature call Gina Conaway at 312-353-3916 x 5 (No collect calls).

## SECTION 1.- GENERAL TERMS AND CONDITIONS

**GPO CONTRACT TERMS:** Any contract which results from this Invitation for Bid will be subject to the applicable provisions, clauses, and supplemental specifications of GPO Contract Terms (GPO Pub. 310.2, effective 12/1/87, revised 06/01) and GPO Contract Terms, Quality Assurance through Attributes Program for Printing and Binding (GPO Publication 310.1, effective 5/79, revised 08/02).

**GPO Contract Terms** (GPO Pub. 310.2) – <http://www.gpo.gov/pdfs/vendors/sfas/terms.pdf>

**GPO QATAP** (GPO Pub. 310.1) - <http://www.gpo.gov/pdfs/vendors/sfas/qatap.pdf>

**DOING BUSINESS WITH THE GPO:** Contractors wishing to do business with the GPO are referred to the GPO web site <http://www.gpo.gov/vendors/index.htm>, where one can register as a GPO contractor using the ‘**GPO Contractor Connection**’ link in accordance with the furnished instructions on this page.

NOTE: Prospective as well as existing GPO contractors are to note that, as of 1/1/08, all contractors seeking to do business with the GPO must first complete and thereafter maintain the accuracy of its GPO Contractor Connection registration with the following mandatory taxpayer information boxes: “EIN/TIN #” Employer Identification Number of Taxpayer Identification Number): “Subject to Backup Withholding” (See Form W-9). The GPO will withhold payment of any invoices for work completed by any contractor who fails to provide this tax data in GPO Contractor Connection. Such invoices will be declared ineligible for payment until all requirements for payment, including providing this tax data in GPO Contractor Connection, have been satisfied.

**SUBCONTRACTING:** The predominant production function is the printing. Bidders who must subcontract this operation will be declared non-responsible.

**QUALITY ASSURANCE LEVELS AND STANDARDS:** The following levels and standards shall apply to these specifications:

Product Quality Level:

- (a) Printing (page related) Attributes-Level III.
- (b) Finishing (item related) Attributes-Level III.

Inspection Levels (from ANSI/ASQC Z1.4):

- (a) Non-destructive Tests - General Inspection Level I.
- (b) Destructive Tests - Special Inspection Level S-2.

Specified Standards: The specified standards for the attributes requiring them shall be:

<u>Attribute</u>	<u>Specified Standard</u>
P-7 Type Quality and Uniformity	Ok’d Proofs
P-8. Halftone Match (Single and Double Impression)	Ok’d Proofs
P-9 Solid & Screen Tint Color Match	Ok’d Proofs
P-10. Process Color Match	Ok’d Proofs

**OPTION TO EXTEND THE CONTRACT TERM:** The Government has the option to extend the term of this contract for a period of 12 months by written notice to the contractor not later than 30 days before the contract expires. If the Government exercises this option, the extended contract shall be considered to include this clause, except, the total duration of the contract may not exceed 5 years as a result of, and including, any extension(s) added under this clause. Further extension may be negotiated under the “Extension of Contract Term” clause. See also “Economic Price Adjustment” for periodic pricing revision.

**EXTENSION OF CONTRACT TERM:** At the request of the Government, the term of any contract resulting from this solicitation may be further extended for such period of time as may be mutually agreeable to the GPO and the contractor.

**ECONOMIC PRICE ADJUSTMENT:** The pricing under this contract shall be adjusted in accordance with this clause, provided that in no event will any pricing adjustment be made that would exceed the maximum permissible under any law in effect at the time of the adjustment. There will be no adjustment for orders placed during the first period specified below. Pricing will thereafter be eligible for adjustment during the second and any succeeding performance period(s). For each performance period after the first, a percentage figure will be calculated as described below and that figure will be the economic price adjustment for that entire next period. Pricing adjustments under this clause are not applicable to reimbursable postage or transportation costs, or to paper, if paper prices are subject to adjustment by separate clause elsewhere in this contract.

For the purpose of this clause, performance under this contract will be divided into successive periods. The first period will extend from (date), and the second and any succeeding period(s) will extend for 12 months from the end of the last preceding period, except that the length of the final period may vary. The first day of the second and any succeeding period(s) will be the effective date of the economic price adjustment for that period.

Pricing adjustments in accordance with this clause will be based on changes in the seasonally adjusted “Consumer Price Index For All Urban Consumers - Commodities Less Food” (Index) published monthly in the CPI Detailed Report by the U.S. Department of Labor, Bureau of Labor Statistics.

The economic price adjustment will be the percentage difference between Index averages as specified in this paragraph. An index called the variable index will be calculated by averaging the monthly Indexes from the 12-month interval ending three (3) months prior to the beginning of the period being considered for adjustment. This average is then compared to the average of the monthly Indexes for the 12-month interval ending (insert the date that is 3 months prior to the beginning of the contract), called the base index. The percentage change (plus or minus) of the variable index from the base index will be the economic price adjustment for the period being considered for adjustment.

The Government will notify the contractor by contract modification specifying the percentage increase or decrease to be applied to invoices for orders placed during the period indicated. The contractor shall apply the percentage increase or decrease against the total price of the invoice less reimbursable postage or transportation costs and separately adjusted paper prices. Payment discounts shall be applied after the invoice price is adjusted.

If the Government exercises an option, the extended contract shall be considered to include this economic price adjustment clause.

**PREAWARD SURVEY:** In order to determine the responsibility of the prime contractor or any subcontractor, the Government reserves the right to conduct an on-site preaward survey at the contractor's/subcontractor's facility or to require other evidence of technical, production, managerial, financial, and similar abilities to perform, prior to the award of a contract.

**POSTAWARD CONFERENCE:** At the Government's option, a postaward conference may be held via telephone conference to discuss the total requirements of the contract as indicated in these specifications immediately after award.

**PERFORMANCE RECORDS:** Notification of Delivery Information such as the GPO program and print-order numbers and dates mailed/delivered must be emailed to [www.infochicago@gpo.gov](mailto:www.infochicago@gpo.gov), on the day mailing and delivery was completed.

**ASSIGNMENT OF JACKETS, PURCHASE AND PRINT ORDERS:** A GPO jacket number will be assigned and a purchase order issued to the contractor to cover work performed. The purchase order will be supplemented by an individual "Print Order" for each job placed with the contractor. The print order, when issued, will indicate the quantity to be produced and other information pertinent to the particular order.

**ORDERING:** Items to be furnished under the contract shall be ordered by the issuance of print orders by the Government. Orders may be issued under the contract from September 1, 2016 through August 31, 2017 plus for such additional period(s) as the contract is extended. All print orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any print order. A print order shall be "issued" for purposes of the contract, when it is either deposited in the U.S. Postal Service mail or otherwise furnished to the contractor in conformance with the schedule.

**REQUIREMENTS:** This is a requirements contract for the items and for the period specified herein. Shipment/delivery of items or performance of work shall be made only as authorized by orders issued in accordance with the clause entitled "Ordering". The quantities of items specified herein are estimates only, and are not purchased hereby. Except as may be otherwise provided in this contract, if the Government's requirements for the items set forth herein do not result in orders in the amounts or quantities described as "estimated", it shall not constitute the basis for an equitable price adjustment under this contract.

Except as otherwise provided in this contract, the Government shall order from the contractor all the items set forth which are required to be purchased by the Government activity identified on page 1.

The Government shall not be required to purchase from the contractor, requirements in excess of the limit on total orders under this contract, if any.

Orders issued during the effective period of this contract and not completed within that time shall be completed by the contractor within the time specified in the order, and the rights and obligations of the contractor and the Government respecting those orders shall be governed by the terms of this contract to the same extent as if completed during the effective period of this contract.

If shipment/delivery of any quantity of an item covered by the contract is required by reason of urgency prior to the earliest date that shipment/delivery may be specified under this contract, and if the contractor will not accept an order providing for the accelerated shipment/delivery, the Government may procure this requirement from another source.

The Government may issue orders which provide for shipment/delivery to or performance at multiple destinations.

Subject to any limitations elsewhere in this contract, the contractor shall furnish to the Government all items set forth herein which are called for by print orders issued in accordance with the "Ordering" clause of this contract.

**OPTIONS:** Whenever an option is indicated in the specifications, it is the Government's option, not the contractor's, unless it is specifically stated otherwise.

**PAYMENT:** Submit all vouchers via FAX utilizing the GPO barcode coversheet program application. Instructions for the GPO barcode coversheet program application. Click the following hyperlink and follow the instructions as indicate: <http://winapps.access.gpo.gov/fms/vouchers/barcode/instructions.html>

Vouchers may also be mailed to: Comptroller - FMCE, Office of Financial Management, U.S. Government Publishing Office, Washington, D.C. 20401.

**CONTRACTOR MUST ITEMIZE INVOICE FOR PAYMENT TO MATCH THE  
SCHEDULE OF PRICES FORMAT.**

**NOTE:** Submit e-mail copy of invoice to [gregory.osteen@va.gov](mailto:gregory.osteen@va.gov). In addition to the above, the contractor is required to email a copy of each billing along with a copy of the individual print order to [infochicago@gpo.gov](mailto:infochicago@gpo.gov). Failure to follow this procedure may result in delayed payment.

## **SECTION 2.- SPECIFICATIONS**

**SCOPE:** These specifications cover the production of a saddle-stitched booklet requiring such operations as acquiring the weekly TV guide for the area, downloading of digital print files, direct to plate imaging, proofs, printing in 4-color process, binding, packing, and delivery.

**TITLE:** VA TV Guide.

Although this is an option year contract, all the estimates, averages, etc, and based upon one year's production.

**FREQUENCY OF ORDERS:** Weekly, approximately 52 orders per year.

**QUANTITY:** Approximately 250 copies per order plus two GPO inspection copies.

**NUMBER OF PAGES:** 48 or 52 text page booklets **plus separate cover**.

**TRIM SIZE:** 5-1/2 x 8-1/2".

**GOVERNMENT TO FURNISH:** Agency to provide files via email or CD in pdf format to contractor in Word (except what contractor furnishes as stated below under "CONTRACTOR TO FURNISH").

Print Order (GPO Form 2511).

Facsimile for shipping container labels.

Delivery information must be emailed to: [VerifyChicago@gpo.gov](mailto:VerifyChicago@gpo.gov). Simply enter the Program and Print Order numbers in the subject line of the email and indicate the method of shipping and the date of delivery.

**CONTRACTOR TO FURNISH:** All materials and operations, other than those listed under "Government to Furnish," necessary to produce the product(s) in accordance with these specifications.

**Contractor will be required to offer assistance with page layout if substitution of photos and text is required including pagination of text pages.**

**The contractor is responsible for acquiring the weekly TV schedule for the area and dates of each issue and placing the information in the format required by the Agency along with a crossword puzzle in each week's issue.**

Identification markings such as register marks, ring folios, rubber stamped jacket numbers, commercial identification marks of any kind, etc., except GPO imprint, form number, and revision date, carried on copy or film, must not print on finished product.

**ELECTRONIC PREPRESS:** Prior to image processing, the contractor shall perform a basic check (preflight) of the furnished media and publishing files to assure correct output of the required reproduction image. Any errors, media damage, or data corruption that might interfere with proper file image processing must be reported to Gina Conaway at 312-353-3916 x 5.

The contractor shall create or alter any necessary trapping, set proper screen angles and screen frequency, and define file output selection for the imaging device being utilized. Furnished files must be imaged as necessary to meet the assigned quality level.

**RIGHTS ON DATA:** The fonts provided (see GOVERNMENT TO FURNISH) are the property of the ordering agency and are provided for use on this contract only. Using the furnished fonts on any job other than the one for which the fonts were submitted violates copyright law. All fonts should be eliminated from contractor's archive immediately after completion of this contract.

**COMPOSITION:** Type and rules generated from furnished disks must be produced on a high resolution output device producing quality equal or better than an image resolution of 1200 dpi. Layouts and font will be furnished with the first disk order.

**INITIAL PROOFS (of the initial issue only):** Proofs will be presented to the Madison VA Hospital for review and approval. After the format and initial proofs have been approved, subsequent proofs must be sent by the contractor via an e-mail attachment in a digital format. Weekly printings will be evaluated to insure that the quality is equal to the origin proofs approved for color and type quality.

**If Digitally printed:** 1 set of digital color content proofs for all pages. Direct to plate must be used to produce the final product with a minimum resolution of 2400 x 2400 dpi. Proofs must be created using the same Raster Image Processor (RIP) that will be used to produce the product. Proofs shall be collated with all elements in proper position (not pasted up), imaged face and back, trimmed and folded to the finished size of the product, as applicable.

**If Offset printed:** 1 set of digital color content proofs, provided direct to plate is used to produce the final product. Proofs must be created using the same Raster Image Process (RIP) that will be used to produce the product. At contractor's option, a film-based composite blueline may be submitted. Proofs shall be collated with all elements in proper position (not pasted up), imaged face and back, trimmed and folded to the finished size of the product.

Pantone colors may be substituted with a similar color (with the exception of process yellow) but may not be built out of the four process colors. Provide color swatch of actual color requested.

1 set of inkjet proofs that are G7 profiled and use pigment-based inks. A proofing RIP that provides option for high quality color matching such as Device Links Technology and/or ICC Profiles Technology; and meet or exceed industry tolerance to ISO 12647-2 standard for Graphic Technology (as of 3/19/09 and future amendments) must be utilized. Output must be a minimum of 720 x 720 dpi on a GRACoLor SWOP certified proofing media. Proofs must contain one of the following color control strips to be evaluated for accuracy; IDEAlliance ISO 12647-7 Wedge or P2P25 Target. Direct to plate must be used to produce the final product with a minimum of 2400 x 2400 dpi.

Proofs must contain color control bars for each color of ink on the sheet. Control bars must be placed parallel to the press' ink rollers. The control bars (such as Brunner, GATF, GRETAG, or RIT) must show areas consisting of minimum 3/16 x 3/16" solid color patches; tint patches of 25, 50, and 75%; dot gain scale; and gray balance patches for process color (if applicable). These areas must be repeated consecutively across the sheet. The make and model number of the proofing system utilized shall be furnished with the proofs. These proofs must contain all elements and indicate margins. Proofs will be used for color match on press.

If any contractor's errors are serious enough in the opinion of the GPO to require revised proofs, the revised proofs are to be provided at no expense to the Government. No extra time can be allowed for this reproofing; such operations must be accomplished within the original production schedule allotted in the specifications.

Contractor must not proceed without an "OK to Print."

**STOCK:** The specifications of all stock furnished must be in accordance with those listed herein or listed for the corresponding JCP Code numbers in the "Government Paper Specification Standards No. 12" dated March 2011. All stock used in each copy must be of a uniform shade.

**NOTICE:** Copies of the "Government Paper Specifications Standards No. 12," dated March 2011, are for sale, on a subscription basis, by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20401; or on the GPO web site @ <http://www.gpo.gov/customers/vol11.htm>.

**Text:** White Offset Book, Basis Weight 60 lbs per 500 sheets, 25 x 38", equal to JCP Code A60.

**Cover & Off-Center 4-Page Signature:** White Dull Coated Book, Basis Weight 80 lbs per 500 sheets, 25 x 38", equal to JCP Code A260.

**PRINTING:** Prints type, line matter, small solid areas with reverses, flattones, and halftone illustrations head-to-head. It is anticipated that Covers 1 thru 4\* and an off-center 4-page signature (on Dull Coated Book) will print in 4-color process with approximately 16 text pages (TV listing, crossword puzzle) printing in black only, and the balance of the text pages printing in two colors (black and pantone 2717) with some trapping. Bars printing across the bind must align throughout text. (At contractor's option, pantone color can be built out of 4-color process.) **The 4-page signature on Dull Coated Book will collate as pages 19 & 20 and 37 & 38 on most issues.**

**\*Covers 1-4 will print the same on all issues, however, a date must be stamped in an area of the cover indicating which weekly issue it is.**

**Changes to the text pages (excluding the TV guide and crossword puzzle which change weekly) may occur approximately (but not limited to) every three months. With changes, page number should be corrected.**

Digital printing must be capable of smooth gradient tints with no banding or tone jumping. Minimum acceptable resolution is 1200 X 1200 dpi. 4800 X 600 dpi is acceptable. HP indigo 5500 or 7000, Xerox models 7000, 8000, 700, 800 and Xerox iGen4 are known to have this capability. Resolution of the contractor's machine will be reviewed at the time of the award. Published resolutions will be used to determine suitability. Software enhanced or simulated resolution specifications will not be accepted.



**MARGINS:** As specified in file, **covers will bleed.**

**BINDING:** Saddle-stitch text and cover in two places along the 8-1/2” dimension and trim three sides. Wraparound covers, trim flush.

**LABELING AND MARKING:** Reproduce shipping container label, fill out information, and attach to each container.

**PACKING:** Pack copies in suitable in shipping containers not to exceed 45 lbs. per container. Use only new corrugated or solid fiberboard containers with a minimum bursting strength of 275 p.s.i..

**RECEIPTS FOR DELIVERY:** Contractor must furnish their own receipts for delivery. These receipts must include the GPO jacket, program, and print order numbers; total quantity delivered, number of cartons, and quantity per carton; date delivery made; and signature of the Government agent accepting delivery. The original copy of these receipts or other acceptable proof must accompany the contractor's invoice for payment.

**DISTRIBUTION: F.o.b. Destination:**

**Deliver F.o.b. destination (all freight charges must be included in bid) to the following address:**

**William S. Middleton VA Hospital  
2500 Overlook Terrace  
Madison, WI 53705  
Attn: Warehouse**

**GPO SAMPLES:** Ship **2 copies** once a month and a copy of the print order (marked: Term Contract Production Samples) to: U.S. Government Publishing Office, 200 N. LaSalle St., Suite 810, Chicago, IL 60601. Attn: G. Conaway. These samples are to be shipped at the same time as the scheduled shipment/delivery and cannot be deducted from the total quantity ordered. No additional charge will be allowed for these samples.

**QUALITY ASSURANCE RANDOM COPIES:** The contractor **may** be required to submit quality assurance samples for inspection and testing for compliance to the product specifications. The print order will indicate the number of samples required, if any, and the method of selection to be used. The contractor will be required to execute a statement furnished by GPO certifying that samples were selected as directed. These copies will be paid for at the running rate quoted in the contractor's bid and their cost will not be a consideration for award. A copy of the print order must be included with the samples. Ship these copies f.o.b. destination to the US GPO, Suite 810, Attn: Quality Assurance Random Copies, 200 N. LaSalle St., Chicago, IL 60601.

**SCHEDULE:** Adherence to this schedule must be maintained. Contractor must not start production of any job prior to receipt of the individual print order (GPO Form 2511).

All pickups and deliveries must be made Monday through Friday, exclusive of Federal Holidays, before **NOON** local prevailing time.

The schedule for each individual print order begins the workday after notification of availability of print order and furnished material provided by email.

Complete production and delivery of all orders must be made by the contractor **within 10 workdays** as follows:

Contractor must deliver all required proofs within 3 workdays.

Agency will hold proofs not more than 2 workdays from receipt to call to contractor with approval.

Complete production and delivery must be made by the contractor within 5 workdays after notification of an “OK to Print” or “OK to Print with corrections.”

For example, a print order placed on Monday, September 12, 2016 will require proofs to be delivered by Thursday, September 15, 2016. If ordering agency OK’s proofs on Monday, September 19, 2016, the contractor must make complete production and delivery by Monday, September 26, 2016.

**NOTE:** It is anticipated that author’s alterations may be made during the proofing stage. No additional time will be allowed to make such changes unless it is determined by the Government Printing Office that the required author’s alterations are in excess of what would normally be expected in a publication of this type and size. The Government Printing Office reserves the right to determine if the alterations are excessive.

Unscheduled material such as shipping documents, receipts or instructions, delivery lists, labels, etc., will be furnished with each order or shortly thereafter. In the event such information is not received in due time, the contractor will not be relieved of any responsibility in meeting the shipping schedule because of failure to request such information.

### **SECTION 3.- DETERMINATION OF AWARD**

The Government will determine the lowest bid by applying the prices quoted in the "Schedule of Prices" to the following units of production which are the estimated requirements to produce 52 issues per year. These units do not constitute, nor are they to be construed as, a guarantee of the volume of work which may be ordered for a like period.

The following item designations correspond to those listed in the "Schedule of Price".

- I. (a)(1) 52  
(2) 130
- (b)(1) 36  
(2) 90
- (c)(1) 16  
(2) 40
- II. (a) 25



## SECTION 4.- SCHEDULE OF PRICES

Bids offered are f.o.b. destination for copies delivering to Madison, WI.

**Bidder must make an entry in each of the spaces provided.** Bids submitted with any obliteration, revision, or alteration of the order and manner of submitting bids, may be declared nonresponsive.

An entry of NC (No Charge) shall be entered if bidder intends to furnish individual items at no charge to the Government.

Bids submitted with NB (No Bid) or blank spaces for an item may be declared nonresponsive.

The Contracting Officer reserves the right to reject any offer that contains prices for individual items of production (whether or not such items are included in the Determination of Award) that are inconsistent or unrealistic in regard to other prices in the same offer or to GPO prices for the same operation if such action would be in the best interest of the Government.

The contractor is cautioned not to perform any operation(s) or produce any product(s) for which a price has not been offered under the contract. Further, the contractor is not to accept print orders which are outside the scope of the contract. Any changes made to the print order MUST be confirmed in writing by the Contracting Officer, Chicago GPO. If such orders are placed by the agency, and no Modification is received from the Chicago GPO, the contractor is to notify GPO Chicago immediately. Failure to do so may result in nonpayment.

Fractional parts of 100 will be prorated at the per 100 rate.

Invoices submitted to the GPO shall be based on the most economical method of production.

### **CONTRACTOR MUST ITEMIZE INVOICES FOR PAYMENT TO MATCH THE SCHEDULE OF PRICES FORMAT.**

- I. COMPLETE PRODUCT (except for Item II. “Additional Operations”:** Prices quoted shall include the cost of all required materials and operations necessary (including but not limited to initial proofs, paper – **text, cover**, and binding) for the complete production of the product listed in accordance with these specifications. Only one makeready and/or setup charge will be allowed for (a through c) regardless of the number of copies run.

	Makeready and/or setup (1)	Running, per 100 copies (2)
(a) Complete Cover (1-4)... <b>per issue</b> .....	\$ _____	\$ _____
(b) 48 text pages..... <b>per issue</b> .....	\$ _____	\$ _____
(c) 52 text pages..... <b>per issue</b> .....	\$ _____	\$ _____

\_\_\_\_\_  
(Initials)

**(COMPLETE AND SUBMIT THIS PAGE WITH YOUR BID)**

**SCHEDULE OF PRICES - con'd**

**II. ADDITIONAL OPERATIONS:**

- (a) Department changes made at the proof stage which require re-output of text page(s) from furnished updated disk, including costs for new pdf proof, if required.....**per page**.....\$\_\_\_\_\_

No charges will be allowed due to printer's errors.

**BIDDERS NOTE:** Indicate below how you intend to meet the required schedule of these specifications including the proposed carrier(s) that you will use for pickups and deliveries.

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**BIDDER'S NAME AND SIGNATURE:** Fill out and return all pages in "Section 4.' Schedule of Prices," initialing or signing each in the space provided attached to a completed and signed GPO Form 910, Bid". Do not enter bid prices on GPO Form 910.

Fax bids to (312-886-3163) or submit in a sealed envelope identified on the outside with the Program number and bid opening date and time. For this solicitation, submit bids to: U.S. Government Printing Office, Chicago Regional Printing Procurement Office, 200 N. LaSalle St., Suite 810, Chicago, IL 60601-1055.

**BIDS MUST BE SUBMITTED TO ARRIVE AT THE ABOVE SPECIFIED OFFICE NOT LATER THAN THE EXACT DATE AND TIME SET FOR OPENING OF BIDS.**

Bidder:\_\_\_\_\_

Address:\_\_\_\_\_

\_\_\_\_\_

By\_\_\_\_\_

(Signature and title of person authorized to sign this bid) (Date)

\_\_\_\_\_  
(Person to be contacted)

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

GPO Contractor's Code No. \_\_\_\_\_ (If known)

**(COMPLETE AND SUBMIT THIS PAGE WITH YOUR BID)**

GPO Form 910  
(R 8-01) P.57021-4  
Part 1  
ORIGINAL

**U.S. GOVERNMENT PRINTING OFFICE**  
**Printing Procurement Department**

**BID**

All bids are subject to GPO Publication 310.2, Contract Terms (Rev. 6-01) which is incorporated by reference, and the representations and certifications on the reverse of part one of this GPO Form 910.

**Shipment(s) will be made from: City \_\_\_\_\_, State \_\_\_\_\_**

(The city(ies) indicated above will be used for evaluation of transportation charges when shipment f.o.b. contractor's city is specified. If no shipping point is indicated above, it will be deemed that the bidder has selected the city and state shown below in the address block and the bid will be evaluated and the contract awarded on that basis. If shipment is not made from evaluation point, contractor will be responsible for any additional shipping costs incurred.)

**PROGRAM NO.** \_\_\_\_\_ (BIDDER TO ATTACH SCHEDULE OF PRICES TO THIS BID FORM)

or

**JACKET NO.** \_\_\_\_\_

**BID** \_\_\_\_\_

**Additional** \_\_\_\_\_ **Rate** \_\_\_\_\_

Discounts are offered for prompt payment as follows: \_\_\_\_\_ percent, \_\_\_\_\_ calendar days.  
See Provision 12 "Discounts" in GPO Contract Terms (Pub. 310.2).

**Bidder hereby acknowledges amendment(s) number(ed)** \_\_\_\_\_

In compliance with the above, the undersigned agrees, if this bid is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the bidder) from the date for receipt of bids, to furnish the specified items at the price set opposite each item, delivered at the designated point(s), in exact accordance with specifications.

**Notice: Failure to provide a 60 day bid acceptance period may result in expiration of your bid prior to award.**

**COMPANY SUBMITTING BID**

**PERSON AUTHORIZED TO BID**

**Company** \_\_\_\_\_ **Name** \_\_\_\_\_

**Address** \_\_\_\_\_ **Title** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_ **Signature** \_\_\_\_\_

**GPO Contractor Code (if known)** \_\_\_\_\_ **Date** \_\_\_\_\_

**Telephone Number** \_\_\_\_\_ **Facsimile Number** \_\_\_\_\_

**Contracting Officer Review** \_\_\_\_\_ **Date** \_\_\_\_\_ **Certifier** \_\_\_\_\_ **Date** \_\_\_\_\_  
(Initials) (Initials)

## Representations and Certifications

Exception to the certifications may render your bid nonresponsive. Submission of your bid without statement of exception shall constitute certification of the six items.

### REPRESENTATIONS.

**R-1. Small business.** By submission of a bid, the bidder represents that the bidder is a small business concern, unless the bid contains an affirmative representation that the bidder is not a small business concern.

**R-2. Small Disadvantaged Business Concern.** By submission of a bid, the bidder represents that the bidder is not a small disadvantaged business concern, unless the bid itself contains an affirmative representation that the bidder is a small disadvantaged business concern.

**R-3. Women-Owned Small Business Concern.** By submission of a bid, the bidder represents that the bidder is not a women-owned small business concern, unless the bid itself contains an affirmative representation that the bidder is a women-owned small business concern.

### CERTIFICATIONS.

**C-1. Covenant Against Contingent Fees.** Submission of a bid without statement of exception shall constitute certification.

(a) The contractor warrants that no person or agency has been employed or retained to solicit or obtain a contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul the contract without liability or, in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency" means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee" means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee" means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence" means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

**C-2. Buy American Certification.** Except as may be listed with the bid itself, the bidder certifies with the submission of a bid that each end product is a domestic end product (as defined in clause 37 "Buy American Act" in Contract Clauses), and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States. Any exception listed with the bid itself must list both the excluded end products and the country of origin of each.

**C-3. Clean Air and Water.** Submission of a bid without statement of exception shall constitute certification.

(Applicable if the bid or offer exceeds \$100,000 or the Contracting Officer has determined that orders under an indefinite quantity contract in any year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 7413 (C) (1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

(a) Any facility to be utilized in the performance of the proposed contract has not been listed on the Environmental Protection Agency List of Violating Facilities.

(b) The Contracting Officer will be promptly notified, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility which he/she proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities.

(c) Bidder will include substantially this certification, including this paragraph (c), in every nonexempt subcontract.

**C-4. Certificate of Independent Price Determination.** Submission of a bid without statement of exception shall constitute certification.

(a) The offeror certifies that:

(1) The prices in the offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices; (ii) the intention to submit an offer; or (iii) the methods or factors used to calculate the prices offered.

(2) The prices in the offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the offeror's organization responsible for determining the prices being offered in the bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) of this provision [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision

(b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**C-5. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters** (Jan. 1999). By submission of a bid—

(a)(1) The offeror certifies, to the best of its knowledge and belief, that—

(i) The offeror and/or any of its principals—

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have not, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under the solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from the solicitation for default.

**C-6. Certification of Nonsegregated Facilities** (Jan. 1999). Submission of a bid without statement of exception shall constitute certification.

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By submission of an offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will—

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods);

### NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES

A certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.